

REQUEST FOR PROPOSALS (RFP)

PARTNER PROGRAM FOR COPD EDUCATION (CHRONIC OBSTRUCTIVE PULMONARY DISEASE)

Date Proposals are Due: Thursday, July 23, 4:00 p.m. EST
Electronic Submissions Only
To melane.hoffmann@porternovelli.com

CONTENT OF THIS REQUEST FOR PROPOSALS

1.	BACKGROUND	Page 2
	<ul style="list-style-type: none">• The Disease• The Campaign• The Partnerships	
2.	OVERVIEW OF ADDITIONAL SUBCONTRACTS PROGRAM	Page 4
3.	ELIGIBILITY	Page 5
4.	SCOPE OF WORK	Page 5
5.	SUPPORT PROVIDED BY NHLBI FOR SUBCONTRACTORS	Page 6
6.	REPORTING	Page 7
7.	PROPOSAL INSTRUCTIONS	Page 8
8.	LETTERS OF INTENT	Page 9
9.	QUESTIONS ABOUT THE RFP	Page 9
10.	SELECTION CRITEREA FOR AWARD	Page 9
11.	CONTACT INFORMATION	Page 10

APPENDICES

- A. Budget Template**
- B. Federal contracting requirements**
 - Representations and Certifications
 - Contract Terms and Conditions Applicable to GSA Acquisition

1. BACKGROUND

THE DISEASE

Chronic obstructive pulmonary disease (COPD), the fourth leading cause of death in the United States, is accompanied by serious, long-term disability. COPD kills more than 120,000 Americans each year, or one death every four minutes. In the U.S. there are more than 12 million people diagnosed with COPD, and an additional 12 million are likely to have COPD but have not been diagnosed yet. Emphysema and chronic bronchitis are included in COPD.

THE CAMPAIGN

Because of its prevalence, its tremendous burden to the nation in terms of effect on life expectancy, quality of life, work productivity, the direct and indirect costs of diagnosis and treatment, and the fact that it is an under-recognized disease, the National Heart, Lung and Blood Institute (NHLBI) has developed an education campaign to increase awareness, early detection and appropriate treatment of COPD. Since 2006 the *COPD Learn More Breathe Better*[®] campaign has provided factually and medically accurate education materials, a Web site and additional communications tools to patients and health professionals.

Campaign materials are easy to understand and developed to address the needs of the public, those at risk for COPD, people with COPD but undiagnosed and those already diagnosed with the disease. In addition, the campaign strives to reach health care professionals, specifically in the primary care community, to increase early detection, proper diagnosis and appropriate treatment. The campaign has established a number of partners nationwide among patient advocacy groups, state and local public health agencies and healthcare professional societies, who have been instrumental in campaign implementation.

The *COPD Learn More Breathe Better* campaign aims to increase the number of people at risk for COPD who:

- Understand the symptoms of COPD.
- Understand that proper treatment can lead to improved quality of life.

The priority audiences for the campaign are:

- Those at risk for COPD: men and women over age 45, especially those who smoke or have smoked, and those with risks associated with genetics or environmental exposures.
- Patients: people who have been diagnosed with COPD.
- Health care providers: particularly those providing primary care.

THE PARTNERSHIPS - Background

Since 2007, the NHLBI has been working with COPD coalitions and task forces in several states to integrate the *COPD Learn More Breathe Better* campaign with their outreach efforts. In the past two years community partnerships have increased to nearly 20 in various stages of development. In March 2009 NHLBI held a meeting of state and community organizations active in COPD education, to encourage information sharing, enhance the capacity of these organizations, and to gain insight and identify needs for expansion of the *COPD Learn More Breathe Better* campaign.

In response to recommendations made at the March 2009 workshop and building upon the ideas and needs expressed in it, the campaign is establishing the *Breathe Better Network* to increase community involvement in COPD awareness activities.

All organizations representing states, cities or communities who are engaged in COPD education and awareness through the *COPD Learn More Breathe Better* campaign are automatically members of the *Network* and may take advantage of program support, including:

- **Materials and use of the campaign logo:** *COPD Learn More Breathe Better* materials that they can co-brand with their organization's name and logo, in accordance with NHLBI guidelines.
- **Templates and models to produce COPD** events for both public and health care provider audiences.
- **Media outreach materials** in template form that can be tailored for local use, including use of national media experts and spokespersons, as available.
- **Notification of national campaign activity** on the campaign Web site, with the option of building upon national activity to create local activities.
- **Spanish language materials:** As the campaign continues to grow, materials will include Spanish language information, videos and provider-specific materials for use by all campaign partners.

The *Breathe Better Network* will recognize three levels of partnership, based on the partner's activities.

Breathe Better Core Partners: Identify and convene organizations to form a consortium to conduct COPD education activity. Conduct, sustain and evaluate at least one COPD activity a year. Utilize *COPD Learn More Breathe Better* materials to educate at the community level.

Breathe Better Supporting Partners: Conduct at least two COPD events during the subcontract year, and/or ongoing methods to increase and measure awareness and response. Sustain and evaluate *COPD Learn More Breathe Better* activity.

Breathe Better Leadership Partners: Conduct at least four COPD events a year, including at least one event or outreach effort to health care providers. Sustain and evaluate *COPD Learn More Breathe Better* activity.

2. OVERVIEW OF ADDITIONAL LIMITED SUBCONTRACTS PROGRAM

In addition to establishing the partnership *Network* defined above, the NHLBI wishes to further expand this campaign at the community level by providing limited subcontracts for one-year projects to organizations to support the campaign goals. The subcontracts are designed to assist organizations in increasing their level of activity in COPD awareness and education activities, and enable greater engagement with the campaign.

Organizations may propose programs at any of the following levels:

Amount of Subcontract	Level of Activities
\$15,000 – 24,999	<p><i>For organizations that want to begin COPD activity:</i> These subcontracts will provide funding for a lead group to identify potential work group/task force/coalition partners, and will convene the group to hold at least two gatherings:</p> <ul style="list-style-type: none"> • one meeting to initiate the coalition and reach agreement on coalition activities, timeline, responsibilities and follow-up, and • a second meeting or activity to report on progress, next steps and motivate continuity
\$25,000 - \$49,999	<p><i>For organizations that have already held at least one COPD convening meeting of a coalition, work group or task force, and/or who are developing a plan for COPD outreach:</i> These subcontracts will support at least two COPD community events during the subcontract year and/or ongoing activities during the subcontract year.*</p>
\$50,000	<p><i>For organizations that have convened a COPD work group, task force, coalition or consortium, and/or begun to implement a plan to increase awareness and proper diagnosis and treatment of COPD:</i> This subcontract will support at least four events and/or ongoing activities during the subcontract year including at least one event or outreach effort to health care providers.*</p>

* Organizations need not create COPD events or activities from the ground up; they are encouraged to explore building upon other events or activities, as appropriate.

For projects found to be acceptable, during final negotiations, Porter Novelli may contact applicants to discuss revisions to the scope of work and funding level depending on the strength and quality of the application.

Prospective subcontractors should review “Selection Criteria for Award” on page nine before determining the amount of funding for which they apply.

3. ELIGIBILITY

Applicants must be nonprofit organizations or state, county or municipal government agencies. When a task force, working group, consortium or coalition is involved, one organization must be the lead, with a single point of contact.

4. SCOPE OF WORK

Partners selected for subcontracts will plan, conduct and monitor programs to address the goals of the *COPD Learn More Breathe Better* campaign. Work will include:

- **Develop a one-year plan** with designated goals, objectives, audiences, activities, timeline and resources. The plan should also include identification of partner organizations, organizational structure of the project and methods of internal and external communication.
- **Implement the plan.** Depending on the scope of work and proposed budget, implementation may include, but not be exclusive to:
 - conduct summit meetings to convene and mobilize partners,
 - organize events or build upon existing events,
 - coordinate with health care professionals and/or their organizations, to staff events or work through existing channels of health care delivery,
 - conduct public relations outreach to promote program activity,
 - engage partners or acquire other direct or in-kind support to supplement subcontract funds,
 - build **sustainability** into the program so that it can be continued in future years with local resources.
- **Monitor the progress and accomplishments of the project, and document its methods and progress**, so that the model can be refined and replicated in other locations, and
- **Produce a document of evaluation of the project.**

See the section titled “Proposal Instructions” for further detail on how to structure your response to this Scope of Work.

5. SUPPORT PROVIDED BY NHLBI CONTRACTOR PORTER NOVELLI FOR SUBCONTRACTORS

Financial

Subcontractors will receive funds to support COPD education work in their communities, to be paid in increments based on a schedule and deliverables to be mutually agreed upon at the onset of the subcontract.

Technical Assistance

The NHLBI contractor Porter Novelli will provide technical assistance to subcontractors as needed in the form of counsel on strategic planning including target audience data, communications, media relations, event planning and reporting.

Operations

Upon receiving the announcement of their award, subcontractors will receive a *COPD Learn More Breathe Better* Subcontract Procedure Manual. The manual will provide schedules for conference calls, reports and activities, along with reporting formats, contact information and opportunities for sharing questions and information with other subcontractors. Monthly conference calls with all subcontractors will also support streamlined operations.

Program Support

The NHLBI has produced, or will produce print and radio PSAs, fact sheets, templates for events and local media outreach, and other materials that can be used by subcontractors. Subcontractors may order customized materials and co-brand with their own logos and contact information. (For information on purchasing campaign materials, contact Lawrence Thomas (240.629.3232 or LThomas@air.org) at the American Institutes for Research.)

Communications

NHLBI will provide a secure Web site accessible within the *COPD Learn More Breathe Better* campaign Web site to subcontractors only, as a central mechanism to communicate with fellow subcontractors. The subcontractors Web site will include downloadable forms and schedules for reporting; schedules and call-in numbers for conference calls; minutes of previous conference calls; summary tables of subcontract activity and a copy of the Subcontract Procedure Manual. The NHLBI contractor Porter Novelli will also collect news and success stories from subcontractors to share, as well as important announcements to post on the site. Eventually, it will include a frequently asked questions (FAQ) section with answers, as Porter Novelli identifies subcontractors’ most common queries.

6. REPORTING

Monthly Activity Reports

Subcontractors receiving higher funding levels (\$25,000+) will be required to submit brief monthly reports and one quarterly report for the first three months of the contract. After the first quarter, only quarterly reports will be required. A standard form will be provided to include:

Previous Month

- New contacts made: organizations, with individual(s)' name(s) and title(s)
- Meetings and/or conference calls held
- Presentations or exhibits: forum, estimated number of people in attendance, information about the audience
- Media coverage: media outlet, content and tone of coverage, and estimated audience
- Other accomplishments and progress
- Areas of challenge, and plans to address the challenge
- Budget issues

Plans and Goals for Upcoming Month

Quarterly Progress Report

The quarterly report will be designed to cover “bigger picture” issues about overall program progress. The quarterly report will answer questions such as:

- How are you progressing on achieving your goals?
- Do you see any need to adjust your initial goals?
- What aspects of managing the subcontract program are most difficult?
- What aspects are most successful?

What lessons have you learned to date that you would share with a new subcontractor so they don't have to reinvent the wheel?

Final Report

Upon completion of the project, the final report will include the following sections:

- a summary of all project activity
- audiences reached
- dollars expended and other resources used
- evaluation methods and data
- observations on project successes and lessons learned
- sustainability plans
- replication guidelines

7. PROPOSAL INSTRUCTIONS

The proposal should include the following sections, organized as follows:

1. Approach to the Statement of Work:

This section should include:

- ***Understanding of the challenge:*** Your interpretation of, and your insights about the program goals and objectives.
- ***Strategies and Methods:*** Your proposed strategies and specific methods, including but not limited to, information such as audience(s) you would target, events to be developed or utilized, organizations you would partner with, and how you would promote your activities to your audience(s). In addition, this section should address how you will build sustainability into your project, so that it can be continued in the future without NHLBI funds, utilizing community resources. This section should also address how you will document the project so that it can be replicated in other communities.
- ***Monitoring and Evaluation:*** How you will monitor the quality and progress of your work, and how you will evaluate it.

2. **Schedule:** A timetable or schedule with enough detail to demonstrate your understanding of the tasks, covering a one-year period from the time the subcontract will be awarded.

3. Organization:

This section should include:

- Proposed management structure for the project. This should include a Project Director who oversees the entire project, and who will become the signatory on a Memorandum of Understanding with Porter Novelli.
- Proposed personnel and their proposed roles.

4. Budget

- Identify total budget required to implement the proposed plan.
- Provide line item detail for estimated costs for specific activities.
- Identify other sources of revenue needed to fund the project and indicate whether they are funds or in-kind support. The NHLBI expects subcontractors to maintain a level of resources (including funds and in-kind support) that complements the NHLBI subcontract level of support.

A budget template is provided in the attachment.

Appendix (as brief as possible while conveying your credentials)

- Resumes of proposed staff or job descriptions of staff to be hired
- Description of organizational capabilities, resources and facilities
- Description of success in conducting similar programs and utilizing community resources effectively
- Three letters of reference from leaders of organizations, media or communities
- Letters of participation from other involved organizations.

Length of Proposal: The entire proposal section 1 “Approach to Statement of Work: Understanding of the Problem, Strategies and Methods, and Monitoring and Evaluation,” should not exceed 10 pages single-spaced in font size 12 or larger, with 1-inch margins. Diagrams, tables and graphics may use smaller type, if needed.

Schedule, Organization, Budget and Appendix sections may be whatever length the proposal team deems necessary, but brevity will be appreciated.

8. LETTERS OF INTENT

We request that applicants submit a non-binding letter of intent by Tuesday, June 30, 2009. The letter of intent will give us a sense of the volume of proposals to expect, and allow us to plan accordingly.

Letters should be emailed to melane.hoffmann@porternovelli.com

9. QUESTIONS ABOUT THE RFP

Prospective proposers may submit questions via email to melane.hoffmann@porternovelli.com. All questions must be submitted by 4:00 p.m. EST on Tuesday, June 30, 2009. Answers to all questions will be posted on the *COPD Learn More Breathe Better* Web site as an addendum to this RFP on Tuesday, July 7, 2009.

10. SELECTION CRITERIA FOR AWARD OF SUBCONTRACT

The following point system will be applied to determine selection of subcontractors:

Criteria	Point Value
Established presence in the community that will attract coalition partners and/or program participants	10
Prior success conducting public education efforts at the community level and proven results	10
Proven ability to coalesce partners around a common goal	10
Demonstrated knowledge, via the proposal, of processes that will support success (communication, project monitoring, evaluation, fiscal management, etc.)	10
Specific plan with conceptual ideas for implementing a <i>COPD Learn More Breathe Better</i> program, explaining approaches that will reach at risk audiences and/or health care professionals	25
Qualifications of key personnel and project staff	10
Proposed budget and use of funds	10
Plans for ensuring sustainability of the project in the community, and replicability in other communities	10
References and community support	5
Total Points Value	100

11. CONTACT INFORMATION

For questions, please contact:

Melane Kinney Hoffmann

Partnerships

Porter Novelli

For NHLBI's ***COPD Learn More Breathe Better® Campaign***

melane.hoffmann@porternovelli.com

202-973-5896

301-972-6430

APPENDIX A

BUDGET TEMPLATE FOR NHLBI BREATHE BETTER NETWORK PARTNER PROPOSALS

Please use this budget template to construct your project budget. You may expand this budget to add as many line items as needed.

	Total Project Cost	Funding Requested for this subcontract	Funding from other sources*	Comments, explanation
1. Direct Expenses (materials, vendors, equipment, travel, etc.)				
SUBTOTAL, Direct Expenses				
2. Staffing and Personnel (labor)				
Person, title				
Cost (hourly rate x hours) **				
Person #2				
Person #3				
SUBTOTAL, Staff/Personnel				
TOTAL PROJECT				

*Sources may include in-kind or financial donations from your organization, other organization. This information is not required, but will help us to understand your overall resources to implement the proposed project.

** Hourly rates should be fully loaded to include fringe benefits, overhead, and administrative fee.

APPENDIX B

FEDERAL GOVERNMENT CONTRACTING REQUIREMENTS

Representations and Certifications

In accordance with Federal Acquisition Requirements (FAR), all potential subcontractors must submit a signed copy of a document titled "Offeror Representations and Certifications," often abbreviated as "Reps and Certs." This 11-page document is inserted below. It addresses topics such as:

- Conforming to federal trade agreements and embargoes
- Identifying the organization status as service-disabled veteran-owned, woman-owned, small and disadvantaged business, or
- Receipt of any Small Business Administration loans
- The organization is not delinquent in filing or paying federal taxes
- And similar issues.

AS PART OF YOUR PROPOSAL SUBMISSION, PLEASE INCLUDE A SIGNED COPY OF THE REPS AND CERTS DOCUMENT.

52.212-3 Offeror Representations and Certifications—Commercial Items.

As prescribed in [12.301\(b\)\(2\)](#), insert the following provision:

OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (JUNE 2008)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) *Definitions.* As used in this provision—

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education;
or

(6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ___ is, ___ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ___ is, ___ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ___ is, ___ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ___ is, ___ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ___ is, ___ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ___ is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it ___ is, ___ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees);
or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees Average Annual Gross Revenues

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51–100	<input type="checkbox"/> \$1,000,001–\$2 million
<input type="checkbox"/> 101–250	<input type="checkbox"/> \$2,000,001–\$3.5 million
<input type="checkbox"/> 251–500	<input type="checkbox"/> \$3,500,001–\$5 million
<input type="checkbox"/> 501–750	<input type="checkbox"/> \$5,000,001–\$10 million
<input type="checkbox"/> 751–1,000	<input type="checkbox"/> \$10,000,001–\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no *material* change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The

offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It ____ has, ____ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ____ has, ____ has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that—

(i) It ____ has developed and has on file, ____ has not developed and does not *have* on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It ____ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352)*.

(Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian or Moroccan end product,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(1) *Trade Agreements Certificate.* (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ___Are,___are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ___Have,___have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ___Are,___are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ___Have,___have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).*]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
--------------------	----------------------------

_____	_____
_____	_____

(2) *Certification.* [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.*]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) *[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]*

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

___ TIN: _____.

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____.

(5) *Common parent*.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

Alternate I (Apr 2002). As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

Alternate II (Oct 2000). As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) *Address.* The offeror represents that its address _____ is, _____ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR Part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

I certify to the accuracy of these representations and certifications:

Signature: _____

Date: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Phone/Fax: _____

E-mail: _____

CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (JUL 2003)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) *Provisions.*

552.237-70 Qualifications of Offerors.

As prescribed in [537.110\(a\)](#), insert the following provision:

QUALIFICATIONS OF OFFERORS (MAY 1989)

(a) Offers will be considered only from responsible organizations or individuals now or recently engaged in the performance of building service contracts comparable to those described in this solicitation. In order to determine an Offeror's qualifications, the Offeror may be requested to furnish a narrative statement listing comparable contracts which it has performed; a general history of its operating organization; and its complete experience. An Offeror may also be required to furnish a statement of its financial resources; show that it has the ability to maintain a staff of regular employees adequate to ensure continuous performance of the work; and, demonstrate that its equipment and/or plant capacity for the work contemplated is sufficient, adequate, and suitable.

(b) Competency in performing comparable building service contracts, demonstration of acceptable financial resources, personnel staffing, plant, equipment, and supply sources will be considered in determining whether an Offeror is responsible.

(c) Prospective Offerors are advised that in evaluating these areas involving any small business concern(s), any negative determinations are subject to the Certificate of Competency procedures set forth in the Federal Acquisition Regulation

552.203-71 Restriction on Advertising.

As prescribed in [503.570-2](#), insert the following clause:

RESTRICTION ON ADVERTISING (SEP 1999)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the White House, the Executive Office of the President, or any other element of the Federal Government, or is considered by these entities to be superior to other products or services. Any advertisement by the Contractor, including price-off coupons, that refers to a military resale activity shall contain the following statement: "This advertisement is neither paid for nor sponsored, in whole or in part, by any element of the United States Government."

(End of clause)

552.211-73 Marking.

As prescribed in [511.204\(c\)\(1\)](#), insert the following clause:

MARKING (FEB 1996)

(a) *General requirements.* Interior packages, if any, and exterior shipping containers shall be marked as specified elsewhere in the contract. Additional marking requirements may be specified on delivery orders issued under the contract. If not otherwise specified, interior packages and exterior shipping containers shall be marked in accordance with the following standards:

(1) Deliveries to civilian activities. Supplies shall be marked in accordance with Federal Standard 123, edition in effect on the date of issuance of the solicitation.

(2) Deliveries to military activities. Supplies shall be marked in accordance with Military Standard 129, edition in effect on the date of issuance of the solicitation.

(b) *Improperly marked material.* When Government inspection and acceptance are at destination, and delivered supplies are not marked in accordance with contract requirements, the Government has the right, without prior notice to the Contractor, to perform the required marking, by contract or otherwise, and charge the Contractor therefore at the rate specified elsewhere in this contract. This right is not exclusive, and is in addition to other rights or remedies provided for in this contract.

(End of clause)

552.215-70 Examination of Records by GSA.

As prescribed in [514.201-7\(b\)](#) and [515.209-70\(a\)](#) insert the following clause:

EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(End of clause)

552.228-70 Workers' Compensation Laws.

As prescribed in [528.310\(a\)](#), insert the following clause:

WORKERS' COMPENSATION LAWS (SEP 1999)

The Act of June 25, 1936, 49 Stat. 1938 (40 U.S.C. 290) authorizes the constituted authority of the several States to apply their workers' compensation laws to all lands and premises owned or held by the United States.

(End of clause)

552.229-70 Federal, State, and Local Taxes.

As prescribed in [529.401-70](#), insert the following clause:

FEDERAL, STATE, AND LOCAL TAXES (APR 1984)

The contract price includes all applicable Federal, State, and local taxes. No adjustment will be made to cover taxes which may subsequently be imposed on this transaction or changes in the rates of currently applicable taxes. However, the Government will, upon the request of the Contractor, furnish evidence appropriate to establish exemption from any tax from which the Government is exempt and which was not included in the contract price.

(End of clause)

552.232-23 Assignment of Claims.

As prescribed in [532.806](#), insert the following clause:

ASSIGNMENT OF CLAIMS (SEP 1999)

Because this is a requirements or indefinite quantity contract under which more than one agency may place orders, paragraph (a) of the Assignment of Claims clause (FAR 52.232-23) is inapplicable and the following is substituted therefor:

In order to prevent confusion and delay in making payment, the Contractor shall not assign any claim(s) for amounts due or to become due under this contract. However, the Contractor is permitted to assign separately to a bank, trust company, or other financial institution, including any Federal lending agency, under the provisions of the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereinafter referred to as "the Act"), all amounts due or to become due under any order amounting to \$1,000 or more issued by any Government agency under this contract. Any such assignment takes effect only if and when the assignee files written notice of the assignment together with a true copy of the instrument of assignment with the contracting officer issuing the order and the finance office designated in the order to make payment. Unless otherwise stated in the order, payments to an assignee of any amounts due or to become due under any order assigned may, to the extent specified in the Act, be subject to reduction or set-off.

(End of clause)

552.232-73 Availability of Funds.

As prescribed in [532.705-1](#), insert the following clause:

AVAILABILITY OF FUNDS (SEP 1999)

The authorization of performance of work under this contract during the initial contract period and any option or extension period(s) is contingent upon the appropriation of funds to procure this service. If the contract is awarded, extended, or option(s) exercised, the Government's obligation beyond the end of the fiscal year (September 30), in which the award or extension is made or option(s) exercised, is contingent upon the availability of funds from which payment for the contract services can be made. No legal liability on the part of the Government for payment of any money beyond the end of each fiscal year (September 30) shall arise unless or until funds are made available to the Contracting Officer for this procurement and written notice of such availability is given to the Contractor.

(End of clause)

552.237-71 Qualifications of Employees.

As prescribed in [537.110\(b\)](#), insert the following clause:

QUALIFICATIONS OF EMPLOYEES (MAY 1989)

(a) The contracting officer or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on GSA controlled property.

(b) The Contractor shall fill out and cause each of its employees performing work on the contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons. Upon request of the Contracting Officer, the Contractor and its employees shall be fingerprinted.

(c) Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien

Registration Receipt Card Form I-151, or, who presents other evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

(End of clause)

552.212-72 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to GSA Acquisition of Commercial Items.

As prescribed in [512.301\(a\)\(3\)](#), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO GSA ACQUISITION OF COMMERCIAL ITEMS (SEP 2003)

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement provisions of law or Executive Orders applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

552.223-70 Hazardous Substances.

As prescribed in [523.303\(a\)](#), insert the following clause:

HAZARDOUS SUBSTANCES (MAY 1989)

(a) If the packaged items to be delivered under this contract are of a hazardous substance and ordinarily are intended or considered to be for use as a household item, this contract is subject to the Federal Hazardous Materials Act, as amended (15 U.S.C. 1261-1276), implementing regulations thereof (16 CFR Chapter II), and Federal Standard No. 123, Marking for Shipment (Civil Agencies), issue in effect on the date of this solicitation.

(b) The packaged items to be delivered under this contract are subject to the preparation of shipping documents, the preparation of items for transportation, shipping container construction, package making, package labeling, when required, shipper's certification of compliance, and transport vehicle placarding in accordance with Parts 171 through 178 of 49 CFR and the Hazardous Materials Transportation Act.

(c) The minimum packaging acceptable for packaging Department of Transportation regulated hazardous materials shall be those in 49 CFR 173.

(End of clause)

552.223-71 Nonconforming Hazardous Materials.

As prescribed in [523.303\(b\)](#), insert the following clause:

NONCONFORMING HAZARDOUS MATERIALS (SEP 1999)

(a) Nonconforming supplies that contain hazardous material or that may expose persons who handle or transport the supplies to hazardous material and which require replacement under the inspection and/or warranty clauses of this contract shall be reshipped to the Contractor at the Contractor's expense. The Contractor agrees to accept return of these nonconforming supplies and to pay all costs occasioned by their return.

(b) "Hazardous materials," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(c) If the Contractor fails to provide acceptable disposition instructions for the nonconforming supplies within 10 days from the date of the Government's request (or such longer period as may be agreed to between the Contracting Officer and the Contractor), or fails to accept return of the reshipped nonconforming supplies, such failure:

- (1) May be interpreted as a willful failure to perform,
- (2) May result in termination of the contract for default and
- (3) Shall be considered by the Contracting Officer in determining the responsibility of the Contractor for any future award (see FAR 9.104-3(b) and 9.406-2).
- (d) Pending final resolution of any dispute, the Contractor shall promptly comply with the decision of the Contracting Officer.

(End of clause)

552.223-72 Hazardous Material Information.

As prescribed in [523.370](#), insert the following provision:

HAZARDOUS MATERIAL INFORMATION (SEP 1999)

Offeror shall indicate for each national stock number (NSN) the following information:

NSN	DOT Shipping Name	DOT Hazard Class	DOT Label Required
			Yes [] No []
			Yes [] No []
			Yes [] No []

(End of provision)

552.238-70 Identification of Electronic Office Equipment Providing Accessibility for the Handicapped.

As prescribed in [538.273\(a\)\(1\)](#), insert the following clause:

IDENTIFICATION OF ELECTRONIC OFFICE EQUIPMENT PROVIDING ACCESSIBILITY FOR THE HANDICAPPED (SEP 1991)

(a) *Definitions.* "Electronic office equipment accessibility" means the application/configuration of electronic office equipment (includes hardware, software and firmware) in a manner that accommodates the functional limitations of individuals with disabilities (i.e., handicapped individuals) so as to promote productivity and provide access to work related and/or public information resources.

"Handicapped individuals" mean qualified individuals with impairments as cited in 29 CFR 1613.702(f) who can benefit from electronic office equipment accessibility.

"Special peripheral" means a special needs aid that provides access to electronic equipment that is otherwise inaccessible to a handicapped individual.

(b) The offeror is encouraged to identify in its offer, and include in any commercial catalogs and pricelists accepted by the Contracting Officer, office equipment, including any special peripheral, that will facilitate electronic office equipment accessibility for handicapped individuals. Identification should include the type of disability accommodated and how the users with that disability would be helped.

(End of clause)

552.238-72 Identification of Products that have Environmental Attributes.

As prescribed in [538.273\(a\)\(3\)](#), insert the following clause:

IDENTIFICATION OF PRODUCTS THAT HAVE ENVIRONMENTAL ATTRIBUTES (SEP 2003)

(a) Several laws, Executive orders, and Agency directives require Federal buyers to purchase products that are less harmful to the environment, when they are life cycle cost-effective (see FAR Subpart 23.7). The U.S. General Services Administration (GSA) requires contractors to highlight environmental products under Federal Supply Service schedule contracts in various communications media (e.g., publications and electronic formats).

(b) *Definitions.* As used in this clause—

“Energy-efficient product” means a product that—

(1) Meets Department of Energy and Environmental Protection Agency criteria for use of the ENERGY STAR® trademark label; or

(2) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy’s Federal Energy Management Program.

“GSA *Advantage!*” is an on-line shopping mall and ordering system that provides customers with access to products and services under GSA contracts.

“Other environmental attributes” refers to product characteristics that provide environmental benefits, excluding recovered materials and energy and water efficiency. Several examples of these characteristics are biodegradable, recyclable, reduced pollutants, ozone safe, and low volatile organic compounds (VOCs).

“Post-consumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Post-consumer material is part of the broader category of “recovered material.” The Environmental Protection Agency (EPA) has developed a list of EPA-designated products in their Comprehensive Procurement Guidelines (CPGs) to provide Federal agencies with purchasing recommendations on specific products in a Recovered Materials Advisory Notice (RMAN). The RMAN contains recommended recovered and post-consumer material content levels for the specific products designated by EPA (40 CFR part 247 and <http://www.epa.gov/cpg/>).

“Recovered materials” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process (Executive Order 13101 and 42 U.S.C. 6903(19) and <http://www.epa.gov/cpg/>). For paper and paper products, see the definition at FAR 11.301 (42 U.S.C. 6962(h)).

“Remanufactured” means factory rebuilt to original specifications.

“Renewable energy” means energy produced by solar, wind, geothermal, and biomass power.

“Renewable energy technology” means—

(1) Technologies that use renewable energy to provide light, heat, cooling, or mechanical or electrical energy for use in facilities or other activities; or

(2) The use of integrated whole-building designs that rely upon renewable energy resources, including passive solar design.

(c)

(1) The offeror must identify products that—

(i) Are compliant with the recovered and post-consumer material content levels recommended in the Recovered Materials Advisory Notices (RMANs) for EPA-designated products in the CPG program (<http://www.epa.gov/cpg/>);

(ii) Contain recovered materials that either do not meet the recommended levels in the RMANs or are not EPA-designated products in the CPG program (see FAR 23.401 and <http://www.epa.gov/cpg/>);

(iii) Are energy-efficient, as defined by either ENERGY STAR® and/or FEMP’s designated top 25th percentile levels (see ENERGY STAR® at

<http://www.energystar.gov/> and FEMP at <http://www.eere.energy.gov/femp/procurement/>);

- (iv) Are water-efficient;
- (v) Use renewable energy technology;
- (vi) Are remanufactured; and
- (vii) Have other environmental attributes.

(2) These identifications must be made in each of the offeror's following mediums:

- (i) The offer itself.
- (ii) Printed commercial catalogs, brochures, and pricelists.
- (iii) Online product website.
- (iv) Electronic data submission for GSA *Advantage!* submitted via GSA's Schedules Input

Program (SIP) software or the Electronic Data Inter-change (EDI). Offerors can use the SIP or EDI methods to indicate environmental and other attributes for each product that are translated into respective icons in GSA *Advantage!*.

(d) An offeror, in identifying an item with an environmental attribute, must possess evidence or rely on a reasonable basis to substantiate the claim (see 16 CFR part 260, Guides for the Use of Environmental Marketing Claims). The Government will accept an offeror's claim of an item's environmental attribute on the basis of—

(1) Participation in a Federal agency sponsored program (e.g., the EPA and DOE ENERGY STAR® product labeling program);

(2) Verification by an independent organization that specializes in certifying such claims; or

(3) Possession of competent and reliable evidence. For any test, analysis, research, study, or other evidence to be "competent and reliable," it must have been conducted and evaluated in an objective manner by persons qualified to do so, using procedures generally accepted in the profession to yield accurate and reliable results.

(End of clause)

The following Federal Acquisition Regulations (FAR) 2.101 clauses apply to this Request for Proposal and any subcontracts subsequently issued. BY SUBMITTING A PROPOSAL YOU CERTIFY THAT YOUR ORGANIZATION COMPLIES WITH THESE REGULATIONS:

52.203-7
52.212-1
52.212-3
52.212-4
52.212-5(a)
52.216-24
52.216-25
52.219-8
52.222-26
52.222-35
52.222-36
52.222-41
52.225-13
52.233-4
52.247-64

The FAR can be accessed at www.arnet.gov/far